

BILL NO. S-79-01-121

SPECIAL ORDINANCE NO. S- 19-79

AN ORDINANCE approving a contract for Water Contract No. 78-XP-2 between the City of Fort Wayne, Indiana and the Orchard Ridge Country Club for construction of a water main.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated December 21, 1978, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works and the Orchard Ridge Country Club, for:

construction of 2760+ LF of 16" ductile iron water main west of the Lower Huntington Road-Ardmore Avenue intersection, to serve the Orchard Ridge Country Club, under Board of Public Works Water Contract #78-XP-2, at a total cost of \$91,870.00, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on City Ordinances (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 1-9-79

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	<u>X</u>				
HINGA	<u>X</u>				
HUNTER	<u>X</u>				
MOSES	<u>X</u>				
NUCKOLS	<u>X</u>				
SCHMIDT, D.	<u>X</u>				
SCHMIDT, V.	<u>X</u>				
STIER	<u>X</u>				
TALARICO	<u>X</u>				

DATE: 1-23-79

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. L-19-79, on the 23rd day of January, 1979.
ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Winifred C. Wins Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of January, 1979, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 24th day of January, 1979, at the hour of 2:00 o'clock P M., E.S.T.

Robert Elmsberg
MAYOR

Bill No. S-79-01-12

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract for Water Contract No. 78-XP-2 between
the City of Fort Wayne, Indiana and the Orchard Ridge Country
Club for construction of a water main

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance RD PASS.

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

1-23-79
DATE _____ CLERK _____

Correct
4/9/79

66-286-9
12/21/78

CONTRACT NO. 78-XP-2

BOARD ORDER NO. 130-73

WORK ORDER NO. 63393

THIS AGREEMENT, made and entered into this 21st day of December, 1978, by and between ORCHARD RIDGE COUNTRY CLUB, hereinafter called CONTRIBUTOR, and the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, by and through its Mayor, ROBERT E. ARMSTRONG, and the BOARD OF PUBLIC WORKS of said City, hereinafter called UTILITY, WITNESSETH:

That the said Contractor and the said Utility for the consideration hereinafter named, agrees as follows:

1. That the Utility and the Contributor shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties to construct water mains to serve Orchard Ridge Country Club, including all necessary fittings as follows:

On lower Huntington Road from an existing 16" water main at Ardmore Avenue westward a distance of $2760 \pm$ LF to a point 297 feet west of the Northeast corner of the northwest one quarter of Section 32, Township 30 North, Range 12 East (Wayne Township). Said water main to include $2760 \pm$ LF of 16" Ductile Iron Water Main.

2. That said water main system shall be constructed according to the standards, plans, and specifications of the Utility and that said Utility shall furnish water thru said main when completed, in accordance with the rules and regulations of said Utility, and the laws, ordinances and regulations applicable thereto, now in force, or that may hereafter be adopted.

It is, however, understood and agreed that the Utility will not furnish water thru any part or parts of the water main covered hereunder unless and until the entire main shall have been tested, disinfected, and placed in service and accepted by said Utility.

3. It is understood and agreed by and between the parties of this Contract that the Contributor shall furnish all materials, contractual labor, and equipment for the construction of said water main system through Bercot, Inc. at a cost of Ninety One Thousand, Eight Hundred Seventy Dollars (\$91,870.00), and that said Utility shall supply the necessary labor for inspection, pressure-testing, disinfection, and engineering at a cost of Five Thousand Seven Hundred Sixty Dollars (\$5,760.00). Therefore, the total cost of said water main is Ninety Seven Thousand, Six Hundred and Thirty Dollars (\$97,630.00). It is further understood and agreed by and between the parties of this Contract that the said Contributor shall bear the cost of the water main on the basis of an Eight (8) inch water main, the cost of which is Sixty One Thousand, Seven Hundred Thirty Dollars (\$61,730.00) and which amount is the contract price of this AGREEMENT. Therefore, it is agreed that upon completion and acceptance of said water main system by said Utility, the Utility will pay to said Contributor (Continued on Page 2)

the difference between the cost of material, contractual labor, equipment as supplied by the Contractor, as referred to above and the contract price of this Agreement said difference being Thirty Thousand, One Hundred Fourty Dollars (\$30,140.00).

4. It is further understood and agreed by and between the parties of this contract that should any additional party wish to have a service connection tap made into this water main within a period of 15 years from the above date, and become a permanent consumer of water along both sides of and adjacent to Lower Huntington Road, more particularly described as follows, to wit:
 - a) On the North side of and adjacent to Lower Huntington Road from a point 614 feet west of the Center line of Ardmore Avenue westward to a point 297 feet west of the east property line of a space now or formerly owned by Ruth L. Schoeneman, as recorded in Deed Book 690, Pages 491 and 492 in the Recorder's Office of Allen County, Indiana.
 - b) On the South side of and adjacent to Lower Huntington Road from the West right-of-way line of Ardmore Avenue and its southerly extension, westward to the west property line of Lot No. 7 in ORCHARD RIDGE GARDENS ADDITION, as recorded in Plat Book 18, Page 135.

He shall apply to the said Utility for a permit to tap the above said water main and shall be required to pay to said Utility his share of the installation cost in addition to the regular tapping fee, which share shall be Eleven Dollars and Twelve One Hundredths (\$11.12) per front foot. The money so collected shall be paid to the Contributor. The above affected property is located in the a) South one half of Section 29, Township 30 North, Range 12 East, and b) North one half of Northeast one quarter of Section 32, Township 30 North, Range 12 East (Wayne Township), Allen County, Indiana.

5. The Utility may approve the extension of additional water mains from the water main covered in this Contract without incurring any financial obligations to the Contributor under this Contract, except it is understood and agreed that the Utility will not permit any future customers of water on property contiguous to the water main subject to this contract to make a service connection tap into any lateral extension from this main so as to avoid payments of his aforesaid share of the installation cost of this main.
6. It is further understood and agreed that, upon completion of said water main system, the Contributor or his contractor shall file a COMPLETION AFFIDAVIT and a MAINTENANCE BOND with the Board of Public Works of the City. The MAINTENANCE BOND shall run for a minimum period of one (1) year from the date of the acceptance of the said system by the City and shall be in the minimum amount of Twenty Two Thousand, Nine Hundred and Seventy Dollars (\$22,970.00). After receipt of the COMPLETION AFFIDAVIT and MAINTENANCE BOND, the Utility will make final inspection of the project. Upon finding the project to be acceptable and in full compliance with the standards and specifications of the Utility, the Board of Public Works will issue a letter of acceptance of the project to the Contributor. Upon issuance of the acceptance letter, and in accordance with the terms of that letter, the water main and fittings installed under this contract shall form and be a part of the water works

system of said Utility, and all rights, titles, and interest whatsoever in said water main system shall become and remain in the City of Fort Wayne, Indiana.

7. This Agreement, although executed on behalf of the Owner by its Mayor and the Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by Common Council. Failure to approve the same within ninety (90) days after the date hereof, then this Contract shall become null and void.

WITNESS THE HANDS AND SEALS OF SAID PARTIES the day and year are first above written.

CITY OF FORT WAYNE, INDIANA

BOARD OF PUBLIC WORKS

BY:

Robert E. Armstrong
Robert E. Armstrong, MAYOR

Henry B. Wehrenberg
Henry B. Wehrenberg, Chairman

ATTEST:

Ethel H. LaMar
Ethel H. LaMar, Member

Ursula Miller
Ursula Miller, Clerk

Max G. Scott
Max G. Scott, Member

APPROVED AS TO FORM AND LEGALITY:

CONTRIBUTOR:

James J. Bura
James J. Bura, City Attorney

ORCHARD RIDGE COUNTRY CLUB

Warren W. Widenhofer
Warren W. Widenhofer, President

PREPARED BY:

D. L. Foland, P. E.
Chief Water Engineer

BY: Merle R. Grimm
Merle R. Grimm, Secretary

DLF/MWS/rcw

ACKNOWLEDGEMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this 25th
day of November, 1978, personally appeared the within named
Warren W. Widenhofer and Merle R. Grimm, who being
Warren W. Widenhofer Merle R. Grimm

by me first duly sworn upon their oath say that they are the
President and Secretary, respectively, of the Orchard Ridge Country Club
and as such duly authorized to execute the foregoing instrument and
acknowledged the same as the voluntary act and deed of Orchard Ridge
Country Club for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Jane E. Tonner
NOTARY PUBLIC

MY COMMISSION EXPIRES:

March 15, 1982

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 21st day of December, 1978, personally appeared the within named ROBERT E. ARMSTRONG, Mayor of the City of Fort Wayne; HENRY P. WEHREBERG, ETHEL H. JAMAR, and MAX G. SCOTT, members of the Board of Public Works, City of Fort Wayne, Indiana; URSULA MILLER, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Notary Public

My Commission Expires:

2/6/80

4358

TITLE OF ORDINANCE WATER CONTRACT NO. 78-XP-2 - L. HUNTINGTON RD./ARDMORE AVE. WATER MAIN

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-79-01-12

SYNOPSIS OF ORDINANCE WATER CONTRACT NO. 78-XP-2, LOWER HUNTINGTON ROAD/ARDMORE AVENUE WATER MAIN,

WHICH INVOLVES THE CONSTRUCTION OF 2760+ LF OF 16" DUCTILE IRON WATER MAIN WEST OF THE LOWER

HUNTINGTON ROAD-ARDMORE AVENUE INTERSECTION, TO SERVE THE ORCHARD RIDGE COUNTRY CLUB. CONTRACTOR

ACQUIRED BY SAID ORCHARD RIDGE IS BERCOT, INC.

(CONTRACT ATTACHED)

EFFECT OF PASSAGE CONSTRUCTION OF WATER MAIN TO SERVE THE ORCHARD RIDGE COUNTRY CLUB

EFFECT OF NON-PASSAGE INABILITY TO SERVE ORCHARD RIDGE COUNTRY CLUB AREA WITH WATER UTILITY

SERVICE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) TOTAL COST OF PROJECT \$91,870.00, OF

WHICH \$30,140.00 WILL BE PAID BY WATER UTILITY, THE LATTER AMOUNT BEING THE DIFFERENCE BETWEEN

COST OF MATERIAL, EQUIPMENT AND LABOR, FOR AN EIGHT INCH WATER MAIN TO THE SIXTEEN INCH MAIN BEING
CONSTRUCTED.

ASSIGNED TO COMMITTEE